

Issue Date: **July 28, 2004**



PROGRAM SOLICITATION PS 04-05

for a Cooperative Agreement(s) for:

NEA JAZZ MASTERS ON TOUR

(Music)

Issued by
National Endowment for the Arts
Grants & Contracts Office
1100 Pennsylvania Ave., NW
Washington, D.C. 20506

Proposals in response to this solicitation in original and three (3) copies will be received at the above address, or if hand carried, in Room 618, until 4:00 p.m. on **August 30, 2004**.

[The National Endowment for the Arts continues to experience lengthy delays in the delivery of First-Class and Priority mail. In addition, contents are subject to an irradiation process that may damage material. Please consider using alternative delivery services.]

For information on this solicitation, write or call:
William Hummel
National Endowment for the Arts
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1100 Pennsylvania Ave, N. W., Washington, D.C. 20506
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The National Endowment for the Arts

The National Endowment for the Arts is the largest annual funder of the arts in the United States. An independent federal agency, the National Endowment for the Arts is the official arts organization of the United States government.

The National Endowment for the Arts awards more than \$100 million annually – investing in every state – which in turn generates more than \$700 million in additional support. The Arts Endowment has played a transformative and sustaining role in the development of regional theater, opera, dance, orchestras, museums, and other arts – both contemporary and traditional – that Americans now enjoy.

Mission

The National Endowment for the Arts is a public agency dedicated to supporting excellence in the arts – both new and established – bringing the arts to all Americans, and providing leadership in arts education.

SECTION I - FUNDING OPPORTUNITY DESCRIPTION

I.A Background

The *NEA Jazz Master Award* is the nation's highest honor in jazz, providing living artists who have made exceptional contributions to the advancement of jazz with a one-time lifetime achievement award of \$25,000 and fresh opportunities to connect with the public. The *NEA Jazz Masters Initiative* spotlights its national honorees and celebrates jazz through an awards ceremony and television broadcast, recordings, radio programs, an educational component, and the *NEA Jazz Masters on Tour*, a national tour featuring performances and special appearances by NEA Jazz Masters, enhanced marketing and promotion.

NEA Jazz Masters on Tour began in spring 2004 with co-sponsored funding by the National Endowment for the Arts (Endowment) and the Doris Duke Charitable Foundation, and featured grant awards to 16 presenting organizations to tour in 13 states and the District of Columbia. These presenters and the co-sponsorship with the Doris Duke Foundation are expected to continue for the next two years. The purpose of this Program Solicitation is to invite proposals leading to the award of one or more Cooperative Agreement(s) to expand *NEA Jazz Masters on Tour* on a national level. The Endowment will work with one or more recipients of the Cooperative Agreements (Cooperator(s)), who will design, organize, implement, and administer an NEA Jazz Masters Tour. (Under the Endowment's governing legislation, no Cooperative Agreement awarded as a result of this Program Solicitation may include subgrants unless the Cooperator is a state or local arts agency or regional arts organizations.)

A potential Cooperator must propose a tour that includes at least 10 states. This national program may be structured as a collection of smaller tours. If more than one Cooperator is selected to receive an award, the Endowment will select one of these to function as the National Coordinator of all tours. Respondents should indicate whether they wish to be considered as the National Coordinator.

I.B Scope of Work

I.B.1 Under this Cooperative Agreement, the successful recipient of a Cooperative Agreement will, in consultation with the Endowment Project Director, carry out an *NEA Jazz Masters on Tour* project. The Cooperator(s) shall be responsible for project activity at statewide, regional, and national levels set forth in the Cooperative Agreement, and shall work closely with all participating artists, presenting organizations, and related presenting consortia. The National Coordinator Cooperator will also work with a communications consultant.

I.B.2 In carrying out this project, the Cooperator(s) shall:

- Design one or more tours of NEA Jazz Masters, and related educational activities, with each tour encompassing at least 10 states. It is intended that the tour(s) reach all 50 states.
- In consultation with the Endowment, select presenting organizations to participate in *NEA Jazz Masters on Tour*.
- Establish and maintain cooperative relationships with NEA Jazz Masters and their artist representatives, and with potential and actual tour presenters.
- Contract with presenting organizations, and presenting consortia for tour participation, and administer all aspects of the contracts.
- Serve as the primary point of contact with all participating tour presenters and work with them to coordinate high visibility for this program. All participating artists and presenters shall acknowledge Endowment support in all materials (including print material, Web placements, and broadcasts) pertaining to the program, using agreed-upon crediting language and associated branding.
- Ensure that each performance includes an appropriate educational component.
- Coordinate closely with the Endowment Project Director to assure that *NEA Jazz Masters on Tour* is fully integrated with the *NEA Jazz Masters Initiative*, including its educational component.

I.B.3 The Cooperator selected to be the National Coordinator of *NEA Jazz Masters on Tour* shall:

- Coordinate participating tours.
- Maintain and update a national schedule of touring and educational activities (NEA Jazz Masters, venues, dates, and description of activities) for publication on the Endowment Web site.
- Enter into and administer a contract with a communications consultant to develop and implement a communications strategic plan designed to provide overall promotion of the *NEA Jazz Masters Initiative* and targeted promotion of the tours.
- Maintain and update specific contact data on all living NEA Jazz Masters (approximately 40) and their artist/managerial representatives and provide (or otherwise make available) this information and periodic updates to the Endowment.

- Oversee the communications consultant's coordination, design, and production of promotional materials in consultation with the Endowment.

SECTION II - AWARD INFORMATION

- II.A** The Endowment expects to make either one or more than one Cooperative Agreement awards. Total funding currently available is \$370,000 for all Cooperative Agreements that will be awarded.
- II.B** The Endowment anticipates that this program will continue in subsequent years. Up to \$700,000 is anticipated during FY 05. Subject to satisfactory performance, the availability of funds, favorable recommendation of the National Council on the Arts, determination by the Chairman, and mutual agreement of the parties, the National Endowment for the Arts may enter into subsequent Cooperative Agreements with the successful recipient(s) of the Cooperative Agreement(s) resulting from this Program Solicitation.
- II.C** The Endowment's Project Director will:
- Provide direction to the Cooperator(s) throughout the course of the project, including input on venues included in the tour, artists, scheduling, the educational component, and matters such as publicity and signage.
 - Assist the Cooperator(s) in identifying NEA Jazz Masters and presenting organizations to include in the tour.
 - Approve the inclusion of venues in the tour.
 - Coordinate the integration of the *NEA Jazz Masters on Tour* with other *NEA Jazz Masters Initiative* activities.
 - Oversee the development and implementation of the communications strategic plan.

SECTION III - ELIGIBILITY INFORMATION

- III.A** Nonprofit, tax-exempt 501(c)(3), U.S. organizations; units of state or local government; or federally-recognized tribal communities or tribes may apply.
- III.B** Matching, in accordance with OMB Circular A-110, in an amount equal to the Endowment's award is required (one-to-one match).

SECTION IV - APPLICATION AND SUBMISSION INFORMATION

IV.A This solicitation provides all of the information that you need to submit a proposal.

IV.B Signed proposals in response to this solicitation, in original and three copies shall include:

IV.B.1 A written proposal for a tour, which must include:

- a) A statement that (1) delineates whether the proposed tour is ***regional*** or ***national*** and (2) succinctly describes the proposer's qualifications.
- b) The tour design for the specified ***state***, specified ***region***, or the ***nation***.
- c) The proposed tour schedule, including startup and implementation time tables.
- d) The proposed NEA Jazz Masters, presenters, and venues for a ***regional*** tour (with city and state for each presenter/venue) or, for or a ***national*** tour, a comprehensive sampling of artists, presenters, and venues.
- e) The criteria and standards for selecting presenters to participate in the tour, including Historically Black Colleges and Universities (HBCUs).
- f) Descriptions of and standards for related educational activities and any other proposed activities.
- g) Evaluation plans and criteria for all aspects of the tour (artistic, educational, promotion and publicity, et cetera).
- h) Special considerations, specific plans, and types of activities for involving non-performing NEA Jazz Masters in the tour.
- i) Name(s), role(s), and related expertise of key staff and primary partners to be involved in design and execution aspects of the tour.

The proposer also is encouraged to submit:

- a) Detailed schedules and promotional plans from previous touring activities (three copies) or from similarly large-scale, complex programming that required a high level of coordination and management (e.g., a festival with regional or national performances and venues); and
- b) Relevant print, digital or other products and formats (two copies each) that demonstrate experience, ability, and quality of work, particularly in the area of touring. (Note: additional copies may be requested.)

IV.B.2 A letter from the Internal Revenue Service that reflects the applicant's current 501(c)(3) status and legal organization name, or the official document that identifies the applicant as a unit of state or local government, or as a federally-recognized tribal community or tribe.

IV.B.3 A detailed Budget for a tour extending from January 2005 to June 2007. The attached Budget Forms should be used. Additional schedules or supporting information may be attached, as necessary. In addition, if indirect cost is proposed, include a copy of the most recent indirect cost rate agreement with your cognizant Federal audit agency. The Budget must include:

- a) Matching funds (those to be raised by the proposer together with those from the participating presenters).
- b) The number of NEA Jazz Masters and the range and average of fees to be paid.
- c) Promotion and publicity costs.
- d) Proposals for national coordinator should break out coordination costs separately.

IV.C Proposals in response to this solicitation must be received by **August 30, 2004** at:

National Endowment for the Arts
Grants & Contracts Office, Room 618
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506

IV.D Any proposal received after the time specified for receipt will not be considered unless: it was sent by mail and it was determined by the National Endowment for the Arts that the late receipt was due solely to mishandling by the Endowment after receipt at the Endowment; or it is the only proposal received; or it offers significant cost or technical advantage, and it is received before an award determination has been made.

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SECTION V - APPLICATION REVIEW INFORMATION

V.A Proposals received in response to this Solicitation will be evaluated and a Cooperative Agreement(s) will be entered into with the applicant(s) whose proposal are determined to be most advantageous to the Government. An advisory panel and Endowment staff will evaluate proposals. Should more than one Cooperator be selected for award, the panel

and staff will apply the same evaluation criteria to select a National Coordinator from among respondents to this Program Solicitation.

V.A.1 Proposals will be judged on the basis of:

- a) Artistic excellence (60%): Programmatic and technical considerations, including:
 - The proposed approach to carrying out the project and to working with high-profile artists—individually and with their managerial representatives; local, regional or national media (print, radio, and television); public, private, and governmental agencies; and with a diversity of non-profit organizations.
 - The proposer's understanding of the project requirements, including the incorporation of underserved communities and less experienced presenters of high-profile jazz artists, and plans for developing consortia to extend single performance/educational activities throughout the specified *region* or throughout the *nation* (i.e., the 50 states).
 - Strategies for addressing potential challenges.
 - Past performance on similar projects.
- b) Artistic merit (40%): Management capabilities including:
 - The proposer's past managerial record in organizing and implementing jazz tours.
 - Coordination and technological capacity to effect regional or national communications, Web-based dissemination, and complex scheduling and data storage and retrieval.
 - Ability to complete the project on time and within budget.
 - Resources and management controls.
 - Ability to meet the required match.

SECTION VI - AWARD ADMINISTRATION INFORMATION

VI.A Cooperative Agreement

The instrument that will be awarded as a result of this Program Solicitation is a Cooperative Agreement, as defined by the Federal Grant and Cooperative Agreement Act of 1977, Public Law 95-224. A Cooperative Agreement is a cost reimbursement instrument. No fee or profit (or other increment above allowable cost) is allowed.

For nonprofit organizations except colleges and universities, the provisions of Office of Management and Budget Circulars A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") and A-122 as amended ("Cost Principles for Nonprofit Organizations") will be incorporated by reference into the Cooperative Agreement.

For colleges and universities, the provisions of OMB Circulars A-110 and A-21 ("Cost Principles for Educational Institutions"), as amended, will be incorporated by reference into the Cooperative Agreement.

For units of state and local governments and federally recognized Indian Tribal governments, the provisions of the government-wide Common Rule issued pursuant to Office of Management and Budget Circular A-102 and codified by the National Endowment for the Arts as "Part 1157-Uniform Administrative Requirements for Grants and Cooperative Agreements," Office of Management and Budget Circulars A-128 ("Audits of State and Local Governments"), and A-87 ("Cost Principles Applicable to Grants and Contracts with State and Local Governments") will be incorporated by reference into the Cooperative Agreement.

VI.B General Terms and Conditions

National Endowment for the Arts Cooperative Agreements are subject to the General Terms and Conditions for Grants and Cooperative Agreements to Organizations, located on the National Endowment for the Arts website at: <http://www.arts.gov/manageaward/CoopAgreements.html>

VI.C Assurances of Compliance

Assurance of Compliance with Non Discrimination Requirements

By submission of a proposal, the proposer hereby agrees that it will execute projects, productions, workshops and programs in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, where applicable. Copies of the nondiscrimination regulations identified above may be obtained by writing to the Office of Civil Rights, National Endowment for the Arts, 1100 Pennsylvania Ave, NW, Washington, D.C. 20506.

Certification Concerning Debarment and Suspension

The Proposer certifies that, as required by regulations implementing Executive Order 12549, "Debarment and Suspension," neither it nor its principals: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) has, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with a public (Federal, State, or local) transaction or contract under a public transaction; for violation of Federal or state antitrust statutes; or for

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in (b) of this certification; and (d) has within a three-year period preceding this proposal had any public transactions terminated for cause or default; and that it will include this clause without modification in all lower tier covered transactions (excluding contracts under \$25,000), solicitations, and proposals.

Where the Proposer or any lower tier participant is unable to certify to this statement, it shall provide an explanation to the Endowment Grants & Contracts Office.

Delinquent Debt Certification

The Proposer certifies that it is not delinquent on any Federal debt or, if it is, will provide explanatory information. Examples of relevant debt include delinquent taxes, audit disallowance, benefit overpayments.

Labor Standards Assurance and Drug-Free Workplace Act Certification

The successful recipient of the Cooperative Agreement will also be required to provide assurance of compliance with the labor standards set out in "Part 505 (29 CFR) - Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts," in accordance with the National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. 951 et seq.); and provide the certification required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.; also implemented through the Debarment and Suspension regulations).

VI.D Reporting

VI.D.1 The National Endowment for the Arts is required to report on the geographic locations of grant and Cooperative Agreement activities. To ensure the accuracy of this information, the Cooperator(s) shall submit a completed *Geographic Location of Project Activity* form within 30 days after award of the Cooperative Agreement(s), or with the first request for payment, whichever comes first. The form is located at <http://www.arts.gov/manageaward/CoopAgreements.html>

VI.D.3 If separate Cooperative Agreements are awarded each Cooperator shall provide touring schedule information to the National Coordinator on a continuing basis.

VI.D.4 On a continuing basis, the National Coordinator shall maintain and update a national schedule of touring and educational activities (NEA Jazz Masters, venues, dates, and description of activities) and provide or make this information available to the Endowment Project Director.

VI.D.5 No later than 90 days after the completion or termination of the Cooperative Agreement, the Cooperator shall submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, and the Endowment Project Director a

Final Descriptive Report (FDR), and a Financial Status Report, Standard Form 269. Report forms are located on the National Endowment for the Arts website at: <http://www.arts.gov/manageaward/CoopAgreements.html>.

SECTION VII - AGENCY CONTACTS

For information on this solicitation, write or call:

William Hummel
National Endowment for the Arts
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1100 Pennsylvania Ave, N. W., Washington, D.C. 20506
TELEPHONE: (202) 682-5417
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SECTION VIII - OTHER INFORMATION

Rejection and Award.

The National Endowment for the Arts reserves the right to reject any or all proposals.

BUDGET FORMS

Page 1 of 2. Read the instructions that follow this form before you start.

Applicant (official IRS name):

INCOME

1. Amount requested from the Arts Endowment \$

2. Total match for this project Be as specific as possible. Asterisk (*) those funds that are committed or secured.

Cash (Refers to the cash donations, grants, and revenues that are expected or received for this project)

Total cash a. \$

In-kind: Donated space, supplies, volunteer services (These same items also must be listed as direct costs under "Expenses" below or in Part 2 of the Project Budget form; identify sources)

Total donations b. \$

Total match for this project (2a. + 2b.) \$

EXPENSES

1. Direct costs: Salaries and wages

Title and/or type of personnel	Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
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Total salaries and wages a. \$

Fringe benefits

Total fringe benefits b. \$

Total salaries, wages, and fringe benefits (a. + b.) \$

Applicant (official IRS name):

EXPENSES, CONTINUED

2. Direct costs: Travel (Include subsistence)

# of travelers	From	To	Amount
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Total travel \$

3. Direct costs: Other expenses (Include consultant and other fees, honoraria, contractual services, access accommodations, publication, telephone, photocopying, postage, supplies and materials, distribution, transportation of items other than personnel, rental of space or equipment, and other project-specific costs)

Amount

Total other expenses \$

4. Total direct costs (1. from Project Budget, Part 1 +2.+3.) \$

5. Indirect costs (if applicable)

Federal Agency:	Rate (%)	x Base	= \$
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6. Total project costs (4.+5.) \$

Instructions For Budget Form

INCOME

1. **AMOUNT REQUESTED FROM THE ARTS ENDOWMENT:** Indicate the amount that you are requesting from the Arts Endowment.
2. **TOTAL MATCH FOR THIS PROJECT:** Cash match refers to the cash donations (including items or services that are provided by the applicant organization), grants, and revenues that are expected or received for this project. Do not include any Arts Endowment or other federal grants (e.g., from the Department of Education, National Science Foundation, National Endowment for the Humanities) that are anticipated or received.

In-kind: Donated space, supplies, volunteer services are goods and services that are donated by individuals or organizations other than the applicant (third-party). To qualify as matching resources, these same items also must be listed in the project budget as direct costs. The dollar value of these non-cash donations should be calculated at their verifiable fair-market value. Identify sources. Reminder: Proper documentation must be maintained for all items noted as “in-kind.”

EXPENSES

DIRECT COSTS are those that are identified specifically with the project. Salaries and wages cover compensation for personnel, administrative and artistic, who are paid on a salary basis. (Funds for contractual personnel and compensation for artists who are paid on a fee basis should be included in “3. Other expenses” in Part 2 of the Project Budget form, and not here.) Indicate the title and/or type of personnel, the number of personnel, the annual or average salary range, and the percentage of time that will be devoted to the project. List key staff positions, and combine similar functions. Where appropriate, use ranges. Example:

Title and/or type of personnel	Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
Executive Director	1	\$40,000 per yr.	10%	\$4,000
Archivists	3	\$20-25,000 per yr.	5-40%	\$15,000
Support Staff	2	\$15-20,000 per yr.	20-30%	\$9,000

Salaries and wages for performers and related or supporting personnel must be estimated at rates no less than the prevailing minimum compensation as required by the Department of Labor Regulations. (See “Legal Requirements” for details.) Salaries and wages that are incurred in connection with fund raising are not allowable project expenses; do not include them in your budget.

Fringe benefits are those costs other than wages or salary that are attributable to an employee, as in the form of pension, insurance, etc. They may be included here only if they are not included as indirect costs.

INDIRECT COSTS are overhead or administrative costs that are not readily identifiable with a specific project. (The costs of operating and maintaining facilities and equipment, depreciation or use allowances, and administrative salaries and supplies are typical examples of indirect costs.) Indirect costs are prorated or charged to a project through a rate negotiated with the Arts Endowment or another federal agency. If you do not have or intend to negotiate an indirect cost rate, leave this section blank. You may claim administrative costs or overhead as direct costs under “3. Other expenses.” If you have a negotiated rate and would like to include indirect costs, complete the information requested in this section and attach a copy of your current negotiated agreement. For additional information, see “Indirect Cost Guide for NEA Grantees.”

TOTAL PROJECT COSTS is the total of “4. Total direct costs,” and, if applicable, “5. Indirect costs.” NOTE: “1. Amount requested from the Arts Endowment” (from Part 1 of the Project Budget form) plus “2. Total match for this project” (also from Part 1) must equal the “Total project costs.” Your project budget should not equal your organization’s entire operating budget.